REQUEST FOR PROPOSALS

Environmental Impact Report (EIR) for City of Fremont General Plan Update 2030

- **A.** The CITY OF FREMONT (hereinafter "City") hereby requests proposals for an Environmental Impact Report (EIR) for City of Fremont General Plan Update 2030 hereinafter "Project"), and will receive proposals in the office of the City's Project Manager, Dan Schoenholz, at 39550 Liberty Street (PO Box 5006), Fremont, CA 94537 **up to the hour of 4 p.m., on Monday the 18th day of September, 2006.**
- **B. SCOPE OF SERVICES.** The City has prepared an outline of services (which includes a description of the City's Project Objectives) which is attached as Exhibit "1" to the Request For Proposals ("RFP"), and generally includes:

See Exhibit "1" - Scope of Services

- **C. REQUESTS FOR CLARIFICATION OF THE RFP.** If any proposer has any question regarding the meaning of any part of this RFP, or finds discrepancies in or omissions from this RFP, the proposer shall submit to the City's Project Manager (at the address identified above) a written request for an interpretation or clarification prior to the time for opening the proposals.
- D. <u>SUBMITTAL OF PROPOSALS</u>. The instructions for the submittal of proposals are set forth throughout this RFP. Generally, each proposal shall be submitted with a cover letter and four exhibits, including: (A) Scope of Services, (B) Billing Rates, (C) Statement of Qualifications, and (D) Terms of Service Agreement. The City is requesting five (5) copies of the proposal. Proposals shall be submitted in a sealed envelope clearly marked on the outside: "SEALED PROPOSAL FOR: EIR GENERAL PLAN UPDATE 2030 DO NOT OPEN WITH REGULAR MAIL."
- **E.** CITY'S REVIEW OF PROPOSALS. All responsive proposals shall be reviewed and evaluated by the City in order to determine which proposer best meets the City's needs for this Project. The criteria by which the City shall evaluate proposals are set forth in this RFP. The City reserves the right to reject any and all proposals or waive any irregularities in any proposal or the proposal process. The City reserves the right to negotiate the terms of the Agreement for this Project with one or more proposers.
- **F. AWARD OF AGREEMENT.** The City currently anticipates awarding an agreement for this Project by approximately middle October. No proposal or agreement for this Project shall be binding upon the City until the

Agreement is signed by the Consultant and the City.

- **1. <u>TIME AND PLACE OF DELIVERY OF PROPOSALS</u>.** It is the Proposer's responsibility alone to ensure that the proposal is received by the City's Authorized Representative at the time and place identified on page 1 of this Request For Proposals ("RFP").
- 2. FORMAT OF ENVELOPE FOR PROPOSAL. The Proposer shall submit the proposal in a sealed envelope clearly marked on the outside: "SEALED PROPOSAL FOR: EIR GENERAL PLAN UPDATE 2030 DO NOT OPEN WITH REGULAR MAIL."
- **3. FORMAT AND QUALITY OF PROPOSALS.** All proposals shall be prepared in a clear and concise manner. Unnecessarily elaborate or glossy proposals are neither expected nor desired. The emphasis of the proposal should be on responding to the requirements set forth in this RFP.
- **4. PROPOSER'S SIGNATURE.** An authorized representative of the Proposer shall sign the proposal on a cover letter which: (1) identifies this project by name and number; and (2) identifies the full legal name of the Proposer, along with name of contact person, address, phone number, fax number, and e-mail address; and (3) indicates Proposer's willingness to comply with the procedures identified in this RFP, including an incorporation by reference of the four exhibits identified below.
- **5. CONTENTS OF PROPOSAL.** The Proposer shall include in its proposal, at a minimum, the information outlined in this section 5 in a manner which demonstrates the Proposer's competence and qualifications for the satisfactory performance of the services identified in this RFP. The Proposer shall attach four separate exhibits to the cover letter proposal, including: (A) Scope of Services, (B) Billing Rates, (C) Statement of Qualifications, and (D) Terms of Service Agreement.
 - **5(A).** Scope of Services. The City has set forth on RFP Exhibit "1," attached hereto and incorporated herein by reference, an outline of services which the City anticipates the successful proposer to perform. The outline of services set forth on RFP Exhibit "1" is presented for the primary purpose of allowing the City to compare proposals. The precise scope of services to be incorporated into the Service Agreement will be based upon RFP Exhibit "1" as well as Proposal Exhibit "A" to be prepared by Proposer as a part of the proposal (described below), and may be the subject of negotiations between the City and the successful proposer.
 - **5(A)(1).** Based upon the City's outline of services set forth on RFP Exhibit

- "1," the Proposer shall prepare a complete description of the scope of services (to be labeled: Proposal Exhibit "A") which the Proposer intends to perform in order to achieve the Project Objectives. The Proposer may identify services in Proposal Exhibit "A" which differ from the outline of services in RFP Exhibit "1" if the Proposer believes the changes will assist the City in more efficiently and effectively achieving the City's stated Project Objectives.
- **5(A)(2).** The Proposer's scope of services shall include, at a minimum, a description of the major components of services (or phases of service), a description of work product (or "deliverables") to be provided by Proposer to the City, and the expected time of completion for each component.
- **5(B).** <u>Billing Rates</u>. The Proposer shall prepare a schedule of billing rates (to be labeled: Proposal Exhibit "B") which identifies:
 - **5(B)(1).** A proposed rate and method of payment for all services to be performed by the Proposer, including hourly rates, and a description of any reimbursable charges.
 - **5(B)(2).** A total proposed "Not to Exceed" cost for the performance of all services described in the scope of services, Proposal Exhibit "A."
 - **5(B)(3).** An estimated cost breakdown for each major component of service, with a cross-reference to each component of service identified in Proposal Exhibit "A."
- **5(C).** Statement of Qualifications. The Proposer shall prepare a statement of qualifications (to be labeled: Proposal Exhibit "C") which identifies:
 - **5(C)(1).** An identification of the size, stability, and capacity of Proposer's firm, including, at a minimum, an identification of Proposer's: (1) total number of years in operation, (2) total current number of employees, (3) number of office locations (including the location of each office), and (4) number of employees in the office location which is intended to provide the services described in Exhibit "A."
 - **5(C)(2).** An identification of the Proposer's experience performing services for projects of a similar size, scope, and complexity as the services required by this RFP, including an identification of: (1) the number of years Proposer has been performing similar services; and (2) the most recent projects for which the Proposer has performed similar services. The list of recent projects shall include the name, contact person, address, and phone number of each party for whom the service was

provided, as well as a description of the service performed, the dollar amount of the contract, and the date of performance.

- **5(C)(3).** A list of the Proposer's principals, employees, agents, and subconsultants which the Proposer intends to assign to this Project. This list shall include a summary of the qualifications (including education, training, licenses, and experience) of each individual; the approximate number of hours each will devote to the Project; and the type of work to be performed by each individual. The City will retain under its agreement with the successful Proposer the right of approval of all persons performing under the agreement.
- **5(D).** Terms of Proposed Service Agreement. The Proposer shall prepare a document identifying the terms of the proposed Service Agreement between the City and Proposer (to be labeled: Proposal Exhibit "D"), including:
 - **5(D)(1).** Specifically identify any portions of the City's standard form Service Agreement (attached to this RFP) which the Proposer desires to amend (either by addition, deletion, or modification).
 - **5(D)(2).** Disclose any past, ongoing, or potential conflicts of interest which the Consultant may have as a result of performing the work for this Project.
 - **5(D)(3).** Identify Proposer's ability to comply with the City's insurance requirements. A copy of an insurance certificate, or a letter of intent to provide insurance from the issuing company (including a description of types of coverage and dollar amount limits) may be favorably considered.
- **6. CITY'S REVIEW OF PROPOSALS.** After the proposals are received and opened by the City, the City shall review and evaluate all proposals for responsiveness to the Request for Proposals in order to determine whether the Proposer possesses the qualifications necessary for the satisfactory performance of the services required. The City may also investigate qualifications of all Proposers to whom the award is contemplated, and the City may request clarifications of proposals directly from one or more Proposers. In reviewing the proposals, the City may consider the following:
 - **6(A).** The qualifications (including education, training, licenses, experience, and past performance) of the Proposer and its agents, employees, and subconsultants in completing projects of a similar type, size, and complexity. The City may consider Proposer's timely and accurate completion of similar projects within budget.

- **6(B).** The feasibility of the proposal based upon the methodology of the proposed scope of services, and the reasonableness of the schedule of billing rates.
- **6(C).** Proposer's understanding of the work to be completed based upon the clarity of the proposal and responsiveness to this RFP.
- **6(D).** Proposer's proposed language for the Services Agreement.
- 7. **AWARD OF AGREEMENT.** Upon completion of the review period, the City shall notify those Proposers who will be considered for further evaluation and negotiation. All Proposers so notified shall make presentations and negotiate in good faith in accordance with direction from the City. Any delay caused by Proposer's failure to respond to direction from the City may lead to a rejection of the Proposal.
 - **7(A).** If the City determines, after further evaluation and negotiation, to award the Agreement, a Service Agreement shall be sent to the successful Proposer for the Proposer's signature. No proposal shall be binding upon the City until after the Agreement is signed by duly authorized representatives of both Consultant and the City.
 - **7(B).** The City reserves the right to reject any or all proposals, and to waive any irregularity. The award of the Agreement, if made by the City, will be based upon a total review and analysis of each proposal and projected costs.
- **8. PROPOSALS ARE PUBLIC RECORDS.** Each proposer is hereby informed that, upon submittal of its proposal to the City in accordance with this RFP, the proposal is the property of the City.
 - **8(A).** Unless otherwise compelled by a court order, the City will not disclose any proposal while the City conducts its deliberative process in accordance with the procedures identified in this RFP. However, after the City either awards an agreement to a successful proposer, or the City rejects all proposals, the City shall consider each proposal subject to the public disclosure requirements of the California Public Records Act (California Government Code sections 6250, *et seq.*), unless there is a legal exception to public disclosure.
 - **8(B).** If a proposer believes that any portion of its proposal is subject to a legal exception to public disclosure, the Proposer shall: (1) clearly mark the relevant portions of its proposal "Confidential"; and (2) upon request from the City, identify the legal basis for exception from disclosure under

the Public Records Act; and (3) the Proposer shall defend, indemnify, and hold harmless the City regarding any claim by any third party for the public disclosure of the "Confidential" portion of the proposal.

Exhibit "1"

See Attached

Exhibit "1" - Scope of Services

ENVIRONMENTAL IMPACT REPORT

for

CITY OF FREMONT GENERAL PLAN UPDATE 2030

PART I: PROJECT DESCRIPTION & BACKGROUND

Project Description:

The City of Fremont is seeking proposals from a qualified consultant team to prepare and consult on a comprehensive Environmental Impact Report for the update of the City's General Plan. The City has initiated a comprehensive update of the 1991 General Plan and intends to contract with a consultant team to prepare an EIR pursuant to the California Environmental Quality Act (CEQA). The EIR will evaluate all potential environmental impacts of the City's General Plan Update and recommend mitigations to reduce potential impacts to non-significant levels.

It is anticipated that the EIR consultant will sub-contract with other consultants to prepare specific studies as needed, such as traffic, air quality and noise to adequately evaluate potential environmental impacts. The City considers the traffic, air quality and noise components of the EIR interrelated and would like these components addressed specifically with the EIR. Background data and reports produced from this analysis will also serve as the basis and framework for the Transportation, Safety and Noise Elements of the General Plan. It is anticipated that the consultant team will not only prepare the EIR for the General Plan Update, but also serve as advisors and consult on particular elements (Transportation, Safety and Noise) and portions of other elements as appropriate and related to the EIR.

Preparation of the General Plan is intended to be a collaboration of efforts between City Staff, a visioning/public outreach consultant that the City has recently commissioned, the selected EIR consultant and other contract consultants as appropriate and necessary (i.e. Economist, Urban Designer).

Background:

The City of Fremont is a State of California General Law City and was incorporated in 1956 and is the fifth largest City by area in the State of California, encompassing approximately 90 square miles in southern Alameda County at the gateway of Silicon Valley. The City is generally located between the cities of Union City and Milpitas to the north and south, and the Bay and East Bay Hills to the west and east. The City is an ethnically diverse community with an estimated 2005 population of 210,445.

The City's General Plan underwent a comprehensive update in 1991. Since that time the Housing Element was updated in April 2003 and specific elements have been amended but not updated comprehensively.

Fremont's General Plan includes the following mandated Elements:

- Land Use (Land Use Chapter)
- Circulation (Transportation and Public Facilities Chapters)
- Housing (Housing Chapter)
- Conservation (Natural Resources Chapter)
- Open Space (Open Space Chapter)
- Noise (Health and Safety Chapter)
- Safety (Health and Safety Chapter)

The existing General Plan also includes the following optional chapters/elements:

- Parks and Recreation (Parks and Recreation Chapter)
- Economic Development (Local Economy Chapter)
- Fundamental Goals

The General Plan Update is anticipated to include one or more additional elements related to the following topics:

- Community Character
- Sustainability (Green Buildings)
- Urban Design
- Historic Preservation (Note: the City has contracted separately with a historic resource consultant for a project related to the City's historic resource inventory. No additional analysis is expected from the EIR consultant regarding historic resources)

The current City of Fremont General Plan is available on-line at http://www.fremont.gov/CityHall/Departments/Planning.htm

PART II: SCOPE OF SERVICES, SCHEDULE & BUDGET

A. Tentative Scope of Services

City staff has identified the following tasks (as a minimum) for preparation of the EIR. These tasks are suggestive and intended as a general guideline. The consultant is encouraged to recommended alternative tasks, scopes and services that may be appropriate.

1. Notice of Preparation and Public Scoping Session:

Working with City staff the consultant will review the overall approach and process for the General Plan update and all key environmental issues related to the update. The approach to the EIR will be discussed and the consultant and staff will identify any additional analytical tasks not included in the RFP or in the consultant's proposed scope of services. Consultant will prepare a draft Initial Study and City staff will determine the need for any revisions to the draft Initial Study. Discussion and confirmation on the type of EIR (Program, General Plan or Master) will also be included in the initial meeting with staff. It is anticipate that this will be a Program EIR, but the City will consider alternative approaches.

The consultant will be responsible for preparing the Notice of Preparation and contacting the State Office of Planning and Research (OPR), Alameda County Water District and other responsible local and/or federal agencies required to be officially noticed when the project is initiated. The consultant will also be responsible for all activities related to at least one public scoping meeting, and additional meetings if necessary.

At a minimum, the overall Scope of Services for the EIR shall include:

Environmental Setting (Existing Conditions)

- ➤ Description of the existing 2006 baseline physical, natural, economic, environmental and social environment of the City of Fremont (to include population, employment, transportation services, travel demand, infrastructure conditions and capacity, air quality and noise)
- > Environmental resources that are rare or unique to the regional setting should also be discussed and assessed.

CEQA Analysis

- ➤ A summary of the General Plan update and a discussion of alternatives. Appropriate alternatives will be discussed and agreed upon with City staff.
- ➤ Analysis of the proposed residential density and intensity of potential land use compared against the carrying capacity of the land.
- ➤ Discussion of the General Plan update and consistency with other plans.

- ➤ Identification of any major implementation issues with the General Plan, including issues to be resolved prior to adoption of the General Plan and possible mitigation measures.
- ➤ Identification of known areas of concern or controversy regarding the type or nature of potential environmental impacts, measurement of those impacts and/or the significance of those impacts.
- ➤ Identification of potential significant environmental impacts including, but not limited to, cumulative, growth inducing, induced travel demand and/or socioeconomic factors.
- Recommendation of feasible mitigation measures, mitigation monitoring efforts, and implementation measures that would reduce significant impacts to less than significant levels, or if this is not possible, produce a substantial lessening of such impacts.
- ➤ Identification of unavoidable significant impacts, if any, of the implementation of the General Plan, with all implemented mitigation measures and mitigation monitoring program.

Agency Coordination

➤ Meet and confer with all other appropriate local, regional, state and federal agencies as necessary to identify and address concerns and comments. (Please note this includes all coordination with the Office of Planning and Research regarding all notices and information related to the CEQA EIR process.)

Outreach & Meetings

- ➤ Prepare materials as necessary, facilitate as necessary and attend community workshops, meetings and public hearings. Prepare notices and displays, and respond to comments.
- The consultant shall plan and budget for sufficient meetings with City staff to accomplish all tasks with full consultation and review. The consultant should budget a minimum of 12 meetings with staff. The consultant is expected also to coordinate with other agencies as necessary. In addition to the public scoping session, the consultant should budget for two presentations at public meetings (one each for the Planning Commission and the City Council,) and to attend a third public meeting prepared to answer questions. The consultant's cost estimate should indicate a cost per meeting for any additional staff or public meetings.

Traffic, Air Quality and Noise Studies

The CEQA Analysis shall include background studies and comprehensive analysis specifically related to traffic, air quality and noise (including vibration). The consultant is encouraged to provide a scope of services appropriate for a General Plan Update EIR for these studies. A detailed scope of services for these topic areas will be discussed and finalized with appropriate City Staff after the EIR consultant is chosen. However, a sample scope of services for the traffic study is provided below.

- Task 1 Existing and Baseline Level of Service Analysis Evaluation of existing and baseline traffic projections to determine projected Level of Service. Existing LOS standards will be evaluated and compared to projections to determine the extent of improvements needed to support future traffic increases.
- Task 2 City of Fremont Traffic Model Refinement The City's Traffic Model currently runs projections to 2025. A five year update will need to occur to project traffic consistent with the 2030 time horizon of the general plan. After the update has occurred the model will used to discuss and evaluate traffic demand as influenced by land use alternatives and the overall street network. It will also assist in determining peak levels of service.
- Task 3 Impact Analysis Based on projected level of service and traffic demand, impacts to intersection and roadway segments will be assessed. The extent and priority of improvements will also be analyzed.
- Task 4 CMA Analysis This task will include analysis related to the Congestion Management Program and requirements of the Congestion Management Agency of Alameda County.
- Task 5 Alternative Mode of Transportation Analysis This task will include a cursory review and analysis of the transit, pedestrian and bicycle facilities within the City. Note the City has just completed a Bicycle Master Plan and is currently preparing a Pedestrian Master Plan. Work related will mostly involve review and coordination of existing facilities, and mitigation if appropriate.
- Task 6 Mitigation Measures Based on the overall project impact, a series of mitigation measures will be developed. Both physical improvements and policy considerations will be included in mitigation. This task shall also include evaluation of the draft goals and objectives of the General Plan to determine consistency with mitigation measures.
- Task 7 ADEIR/DEIR/FEIR Preparation and Reponses Coordinate closely with your project team to prepare and respond to the report documents. Attendance at two Planning Commission and City Council meetings will be required.

The City of Fremont currently contracts with various transportation and acoustic consultants. A list of these firms is attached. These firms are already familiar with the City of Fremont processes and requirements. In particular, the traffic consultants already use and have assisted with updating the City of Fremont traffic model.

2. Preparation of Administrative Draft EIR (ADEIR):

- ➤ Preparation of the Administrative Draft EIR (ADEIR) for staff review including technical studies and appendices.
- ➤ Provide 10 hard copies of the ADEIR for staff review.
- ➤ Provide 1 CD with MS Word file and 1 CD with Adobe (pdf) version.

3. Preparation of Draft EIR:

- Incorporate all the changes requested by staff to produce a Draft EIR (DEIR).
- ➤ Provide 30 hard copies of the DEIR for distribution.
- ➤ Provide 1 CD with MS Word file and 50 CD's with Adobe (pdf) version.

4. Preparation Final EIR:

- ➤ Response to comments, resulting changes to DEIR, Mitigation Monitoring Program, Statement of Overriding Consideration, if necessary, Findings of Fact and prepare Final EIR (FEIR) and Notice of Determination. The FEIR shall include the reprinted DEIR with text changes.
- ➤ Provide 40 hard copies of the FEIR for distribution.
- > Provide 1 CD with MS Word file and 50 CD's with Adobe (pdf) version.

B. Project Schedule

See attached schedule for General Plan Update.

C. Project Budget

The budget allocated to complete the EIR portion of the General Plan Update has been established at up to \$350,000. Consultants are expected to provide detailed cost estimates in the proposal.

PART III: STATEMENT OF QUALIFICATIONS

The City is requesting a statement of qualifications to be provided with the scope of services which contains the following information:

- Identification and description of each firm, project manager, the principal-in-charge and identification of employees who will be involved in the project and their background in the areas of CEQA, General Plan preparation and EIR's specifically for General Plan updates. This list shall include a summary of the qualifications (including education, training, licenses, and experience) of each individual; the approximate number of hours each will devote to the Project; and the type of work to be performed by each individual. Similar information should be provided for all sub-consultants.
- The specific experience of the proposed project manager and project team members related to projects of a similar size, scope, and

complexity as the services required by this RFP. A project manager must be designated and must be the principal contact for the City. Information on the experience of the project manager (especially on similar projects) should include the number of years Proposer has been performing similar services; and the most recent projects for which the Proposer has performed similar services. The list of recent projects shall include the name, contact person, address, and phone number of each party for whom the service was provided, as well as a description of the services performed, the dollar amount of the contract, and the date of performance.

• Provide a list of between three to five references for each consultant on the team.

SUBMITTAL DEADLINE:

Five (5) copies of the proposal are due on **Monday, September 18th by 4:00 p.m.**, at the Community Development Department, City of Fremont, 39550 Liberty Street, Fremont, CA 95438. Proposals received after this date and/or time will be returned unopened. Questions may be directed to Dan Schoenholz at (510) 494-4438.

SELECTION SCHEDULE

- August 15: RFP Released
- Week of August 28: Pre-Proposal Meeting
- September 18: Proposals Due
- September 25-29: Consultant Interviews
- October 2-6: Second Interviews, if needed, and Consultant Selection
- October 24: City Council Meeting Approving Consultant Contract

CITY CONTACT

Questions may be addressed to Dan Schoenholz, Project Manager for the General Plan Update or

Scott Ruhland, Associate Planner, by any of the following:

Phone: Dan Schoenholz – 510-494-4438

Scott Ruhland - 510-494-4453

Email: dschoenholz@ci.fremont.ca.us

sruhland@ci.fremont.ca.us

Fax: 510-494-4402

Mailing Address:

City of Fremont Community Development Department Planning Division PO Box 5006 Fremont, CA 94537-5006

Ground Delivery:

City of Fremont Community Development Department Planning Division 39550 Liberty Street Fremont, CA 94538

General Plan Update 2030 - Preliminary Project Schedule

Task	General Timeline
Community Engagement Process	
~ Visioning Consultant hired	Complete
 Initial Public Outreach and Focus Groups 	Sept-06 - Feb-07
~ Continued Outreach, Meetings and Workshops	Feb-07 - Feb-09
Background Data Collection and Analysis	Nov-06 - Mar-07
~ Background reports presented	Apr - May-07
Technical Studies Commenced	
~ Environmental and topical studies prepared	Nov-06 - Nov-07
Draft Goals and Objectives	
~ Goals and objectives developed	Feb - Apr-07
Community Meeting Series on Goals/Objectives	
~ Community meetings	Apr - Sep-07
Draft General Plan Elements	
~ Draft General Plan Elements prepared	Sept-07 - Feb-08
Community Meeting Series on Draft Elements	
~ Community meetings	Feb-July-08
Administrative Draft EIR	Feb-July-08
Revised Draft General Plan & DEIR	
~ General Plan	July-Dec-08
~ Draft EIR	July-Dec-08
Review of Revised Draft General Plan & DEIR	
~ Board/Commission/Council Review and Direction	Jan-Feb-09
Adoption of General Plan and Final EIR	
~ Final General Plan and EIR	
~ Public Hearings	Feb-June-09

City of Fremont On-Call Acoustic and Transportation Consultants

	Acoustical		
Company Name	Charles M. Salter Associates, Inc.	Illingworth & Rodkin	Wilson, Ihrig & Associates, Inc.
Address	130 Sutter Street, Suite 500	505 Petaluma Boulevard South	5776 Broadway
City	San Francisco, CA 94104	Petaluma, CA 94952	Oakland, CA 94618
Contact	Robert Alvarado	Richard Rodkin	James T. Nelson
Phone	415-397-0442	707-766-7700	510-658-6719
Fax	415-397-0454	707-766-7790	510-652-4441
	Traffic		
Company Name	DKS Associates	Fehr & Peers	Hexagon Transportation Consultants
Address	1000 Broadway, Suite 450	255 North Market Street, Suite 200	40 South Market Street, Suite 600
City	Oakland, CA 94607	San Jose, CA 95110	San Jose, CA 95113
Contact	Mark Spencer	Sohrab Rashid	Brett Walinski
Phone	510-763-2061	408-278-1700	408-971-6100
Fax	510-268-1739	408-278-1717	408-971-6102